

**Explora Journeys Qantas Travel Insider Competition
Terms and Conditions - Game of Chance**

Information on how to enter forms part of the terms and conditions of entry.

- 1) Entry into this competition is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- 2) The Promoter is Medium Rare Content Agency Pty Ltd, ABN 83 169 879 921 of Level 1/83 Bowman Street, Pyrmont NSW 2009 (+61 2 8114 8900).

Duration

- 3) All references to time in this document are a reference to the local time in Sydney, New South Wales, Australia on the date stated. The promotion commences on Friday, 1st November 2024 at 12:00am AEDT and closes on Saturday, 30th November 2024 at 11:59pm AEDT (Promotion Period). Entries must be received by the Promoter in the Promotion Period.
- 4) All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
- 5) Promoter accepts no responsibility for any late, lost, misdirected, delayed, ineligible, in-complete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason

Eligibility to enter

- 6) Entry is open to all residents of Australia who are over the age of 18 years.
- 7) Directors, management, employees, contractors, family members (immediate and/or relatives), household members and/or anyone professionally associated with any of:
 - a. the Promoter (Medium Rare Content Agency), and/or its related bodies corporate;
 - b. Qantas Airways and/or its related bodies corporate; or,
 - c. Explora Journeys Cruises and/or its related bodies corporate,are not eligible to enter the Promotion.
- 8) The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

Entry into the promotion

- 9) To enter, eligible entrants during the promotional period need to log onto www.qantas.com/explorajourneyscompetition and complete the online entry form in accordance with the instructions on the website. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider

Entrants are required to fill out the following information:

- a. Full Name

- b. Contact email
- c. Contact number
- d. Postcode

- 10) By agreeing to the opt-in option stated on the competition page, entrants agree that their personal information provided as part of the entry process will be shared by the Promoter with each of the following who will use and store the information in accordance with their own privacy policies and entrants agree to receive electronic marketing communications from them: Medium Rare Content Agency, Qantas, and Explora Journeys.
- 11) Please refer to Medium Rare Content Agency privacy policy for more information regarding how your personal data is used <https://mediumrarecontent.com/wp-content/uploads/Medium-Rare-Content-Agency-Privacy-Policy.pdf>
- 12) Please refer to Explora Journeys privacy policy for more information regarding how your personal data is used: <https://explorajourneys.com/au/en/info/privacy>
- 13) Please refer to Qantas' privacy policy for more information regarding how your personal data is used: www.qantas.com/privacy
- 14) The Promoter is not responsible for any lost, late or misdirected entries.
- 15) Eligible Entrants are permitted one entry (multiple entries are not permitted).
- 16) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 17) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Drawing of entries

- 18) The draw will take place on Tuesday, 3rd December 2024 at 11am AEDT at Level 1/83 Bowman Street, Pyrmont NSW 2009. The draw is a random selection based on a game of chance and will be conducted by the Promoter.
- 19) The result of the draw is final and no correspondence will be entered into.

The prize

- 20) There will be one (1) Major Prize Winner of the Competition.
- 21) The maximum total prize value is \$20,000AUD inclusive of GST, based on the recommended retail value at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 22) The prize winner will receive the below for a maximum of two people (to be taken concurrently):
 - a. Return Qantas economy flights for two (2) adults to the closest major airport of the cruise departure from the prize winner's nearest Australian capital city, up to the value of \$5,000AUD
 - b. A 7-night Mediterranean cruise for two (2), up to the value of \$15,000AUD. The Prize includes;
 - i. Choice of a 7-night Mediterranean journey on the EXPLORA I or EXPLORA II (see paragraph 24 regarding valid dates)

- ii. Twin-share Ocean Terrace Suite accommodation to be shared by the winner and their nominated companion
- iii. All meals (breakfast, lunch, and dinner) listed as part of the complimentary main dining options featured in the cruise itinerary.
- iv. (see paragraph 24 regarding valid dates)
- v. In-suite welcome bottle of Champagne and sweet treats
- vi. Bottle of wine and spirit of the guests' choice upon arrival (for mini-bar)
- vii. Unlimited fine beverages whilst onboard (selected list) – fine wines, premium spirits, cocktails, speciality coffees, teas and soft drinks available anytime (Ultra-luxe selection available for additional fee).
- viii. Nine culinary experiences include five speciality restaurants
- ix. Thermal spa access
- x. Wellbeing and fitness programs
- xi. All on-board gratuities
- xii. Complimentary high-speed Wi-Fi
- xiii. Shuttle services from port to city centre where required/available

- 23) Prize travel is subject to Qantas' General Conditions of Carriage:
<https://www.qantas.com/au/en/book-a-trip/flights/conditions-of-carriage.html>
- 24) The Prize must be taken as stated and no compensation will be payable if a winner is unable to redeem the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter and Explora Journeys. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize.
- 25) The Prize is valid for Explora Journeys EXPLORA I departures between Friday, 28th March 2025 to Friday, 31st October 2025 or EXPLORA II departures between Friday, 28th March 2025 to Monday, 12th May 2025 and Tuesday, 3rd June 2025 to Friday, 31st October 2025.
- 26) The Explora Journeys cruise to be taken as the prize will be selected by the winner subject to the following: the winner must choose an Explora Journeys cruise:
- a. from the EXPLORA I or EXPLORA II 2025 Northern Hemisphere Mediterranean season;
 - b. with a value not exceeding the amount specified in paragraph 22 b.; and
 - c. completed by the Prize valid dates specified in paragraph 24
- 27) The Prize is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter is not responsible for any cancellations or delays, and any costs incurred as a result (including, without limitation, additional accommodation costs) will be the sole responsibility of the winner. The winners and their companions must travel together on all prize travel and will not accrue Qantas Points or Status Credits on any element of the prize. An upgrade cannot be purchased on airfares with cash or Qantas Points.
- 28) If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

- 29) The winner (and their travel companion) is responsible for all other expenses including but not limited to flights (unless specified), accommodation, spending money, meals, (unless specified in prize or featured in the cruise itinerary), alcoholic and non-alcoholic drinks, ground transfers, laundry charges, wifi, shore excursions, activities, cruise packages, phone calls, additional nights or upgrades, incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas, travel insurance, items of a personal nature and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
- 30) The winner and travelling companion must travel at the same time, must depart from the same capital city (nearest to the winner) and are responsible for transport from and to that capital city for flight departure (Sydney, Melbourne, Brisbane, Adelaide, Perth, Hobart, Darwin or Canberra).
- 31) The Prize must be redeemed and journey completed by Friday, 31st October 2025, during the valid journey dates specified in paragraph 24 and is subject to cruise availability. The prize cannot be changed once the booking has been made.
- 32) A credit card imprint or cash deposit may be required from the winner at check-in to the cruise, for all incidental charges.
- 33) The Prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be redrawn randomly in accordance with the Prize redraw details. If the prize can't be awarded to the entrant drawn or redrawn, the Promoter/s will then continue this process until the prize is awarded. The Promoter/s takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter/s. A request to modify any entry information should be directed to the Promoter/s. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 34) The Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter/s may substitute the prize for another item of equal or higher value. The Promoter/s accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
- 35) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, pandemic or epidemic the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter/s may in its absolute discretion cancel the promotion, subject to any required approval of the relevant authorities
- 36) The Prize is subject to these terms and conditions and the Promoter and Explora Journeys reserves the right, to amend and/or update, without limitation, these terms and conditions and/or the Explora Journeys' Booking Conditions, conditions of carriage and/or privacy policy(ies) at any time.

- 37) The fulfilment of the Prize will be managed by Explora Journeys..
- 38) The winner may be asked to take part in publicity resulting from the Promotion and winning the prize.

Travel and Health Requirements

- 39) The winner(s) and, where applicable, their travel companions, will be responsible for ensuring and checking that they:
 - a. hold any and all documentation required in order to travel including, without limitation, ensuring that they are in possession of valid passports with an expiry date no earlier than six months after the completion of the Prize cruise and apply and/or have any visas and/or other permits required for travel; and
 - b. have adequate and comprehensive travel insurance (evidence of which shall be provided to Explora Journeys if requested); and
 - c. comply with any and all health and other requirements for travel including, without limitation, any required vaccinations, health certifications and/or permits.
- 40) Prior to departure, the winner(s) are required to check, without limitation, the Explora Journeys website, the FCDO travel advice website and the equivalent country websites of the countries being visited as part of the cruise, for the latest advice and information about travel documentation, procedures, facilities, policies, health and safety information and vaccination & health requirements.
- 41) Health and safety protocols, guest conduct rules and regional travel restrictions may vary by ship and destination – and are subject to change without notice. Please visit Explora Journeys Health & Safety for further information on Explora Journeys' health and safety protocols. Due to changing health protocols onboard and in destination, experiences, offerings, features and/or itineraries may be subject to change at any time and may vary by ship and/or destination.

Notification of the winner

- 42) The Promoter will attempt to notify the winner via email and phone (if phone number is provided) on Wednesday, 4th December 2024. The Winner of the prize will be published using their first initial, surname and postcode online at Qantas Travel Insider from Friday, 20th December 2024.
- 43) Once the winner accepts the prize within the required timeframe, the winner will receive instructions on how and by when the winner is to claim their Prize and provide passenger details, where applicable. Failure to claim and/or provide such details within the required time frame may result in forfeiture of the Prize.

Right of the Promoter to redraw

- 44) The Promoter/s reserve the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed by Wednesday 18th December 2024 at 11:59pm AEDT, a second draw will be conducted by the Promoter on Wednesday, 8th January 2025 at 11:00am AEDT at Level 1/83 Bowman Street, Pyrmont NSW. Any winner determined in accordance with the clause will be notified by email or phone (if phone number is provided) by Thursday, 9th January 2025. The winner's first initial,

surname and postcode will be published online at Qantas Travel Insider website from Friday, 24th January 2025, if applicable.

Limitation of liability and variation of terms

- 45) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
- 46) The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (Promotion Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
- 47) Insofar as is permitted by law, Explora Journeys, its employees, agents, subcontractors and/or distributors will not in any circumstances be responsible or liable for:
 - a. any loss (including, without limitation, indirect, special or consequential loss or loss of profits), damage, cost, compensation and/or other expense which is suffered and/or sustained by any party (whether or not arising from any person's negligence) in connection with this Promotion and/or in accepting and/or using the Prize; and/or
 - b. any personal injury or death occurring as a result of taking up/accepting the Prize, except where it is caused by the negligence of Explora Journeys and/or, its employees and, where it is responsible for them, its agents and/or distributors. The winner's statutory rights shall not be affected.

Tax Implications

- 48) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought. The winner shall be liable for complying with any fiscal and/or tax requirements (including, without limitation, any benefit-in-kind declarations and/or calculations) and other legal obligations and/or requirements arising out of, or in connection with, the Prize.

Entry details and privacy

- 49) Entry details remain the property of the Promoter. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion including awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and publishing winner's details as required by law. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit <https://mediumrarecontent.com/wp-content/uploads/Medium-Rare-Content-Agency-Privacy-Policy.pdf> to obtain a copy.

50) Any personal information and/or data provided during the entry process (including, without limitation, the entrant's name) must be valid, up to date and truthful.

Permit details

51) Lottery permit number: NSW NTP/XXX, SA TXXX, ACT TPXXX